

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>7</div></div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0005</div>		3. EFFECTIVE DATE <div style="text-align: center;">06-Jun-2003</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W33SJG-3022-3049</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div> US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/EDWINA FRAYALL 100 WEST OGLETHORPE AVE SAVANNAH GA 31401-3640		ESF		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div> <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW21-03-B-0007	
				X		9B. DATED (SEE ITEM 11) 26-Mar-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>SEE ATTACHED</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  06-Jun-2003	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Solicitation Number DACW21-03-B-0007, Installation of 230kv Circuit Breakers and Upgrade of Switchyard, is amended in the following respects:

## A. CONTRACT CHANGES:

Bid Item 0023 is hereby deleted in its entirety from Sections 00010 and 01270.

B. TECHNICAL SPECIFICATION CHANGES: The revised sections listed below (Revised and Added by Amendment No. 0005) are hereby added to and made a part of the solicitation. Revised or added information is underlined and deleted information is struck out. Revisions can be located in the appropriate volume of specifications by searching for an asterisk and amendment number (i.e., \*5).

Revised Sections	Added Section
01270 16050	01780

## C. CONTRACT DRAWINGS:

(1) Sheets 8, 9, 17, 18, 25, 26, 28, 73, 95, and 96 with Revision 1 and Sheet 2 with Revision 2 all dated 27 May 2003 are hereby added to and made a part of the contract drawings.

(2) Sheet 47 is hereby deleted from the contract drawings.

## A. CLARIFICATIONS TO CONTRACTOR PRE-BID QUESTIONS/ANSWERS

1. The reference drawings are scanned at a resolution which is too low for the text portions of the drawings and many of the lines to be legible. This renders much of the information on the reference drawings to useless to the bidder. Can the Government supply reference drawings which are readable?

Answer: The drawings were accessed from the web page and the majority could be easily distinguished. For the parts that are hard to read, the easiest solution would be to print them out and use a scale to check a dimension that can be read, and apply it to one that cannot be read. No clearer drawings are available from the Government.

2. Drawing plate G-07 indicates a new communications switchboard, a new annunciator relay cabinet, a new distribution switchboard to be installed on the project. The reference drawings, however seem to indicate some type of existing equipment already located at these spots. There does not appear to be any reference on the drawings to removing any equipment from these locations and the contractors were not shown any equipment at these locations during the pre-bid site visits. We do not have sufficient information on the bid documents to tell what exists at these locations or what work would be needed to remove them. Can the Government supply further information in this area?

Answer: The switchgear and cabinets referred to are in red to indicate that some work, mostly wiring changes, occur in the cabinet. Government has clarified this by modifying the description in the legend on sheet G-09.

3. With reference to the new contractor furnished communications and distribution switchboards and the annunciator relay panel, we do not find any information in the equipment which the contractor is to provide. Can the Government furnish this information?

Answer: This equipment contains minor replacements of equipment noted on the plans and specifications, and wiring changes. See answer to question #2 above.

4. The addendum added several references to liquidated damages on several of the work phases that did not previously have damages assigned to them. The wording seems to indicate that the damages would only apply if the contractor ran over the specified time for a work phase and a different line, which was in service at the time, were to go out during that time. For example, if the contractor were to run over on the completion of work for line 3, the line 3 damages would only apply if line 4 were lost before the contractor got line 3 back into service. Is this correct?

Answer: The contractor is correct in his reading of the LD's as they apply to certain phases of the work.

5. Specification section 1010 page 6 allows the contractor to work 44 hours the first week and only 36 the following week throughout the course of the project. This will force to contractor to pay overtime to the crews every other week and it does not allow the contractor any flexibility to make up for rain days. Will the Government allow the contractor to work on a schedule that is different from that indication in section 1010?

Answer: The Government will not allow a change in the specification. The contractor is reading the scheduling requirements correctly and should bid accordingly.

6. The addendum added to the number of days allowed for each work phase, however, the total contract performance period was not changed accordingly. In doing so, the Government greatly reduced the number of "administrative and procurement" days at the beginning of the project (the time before phase I work had to begin on site) from 286 to 121. This administrative time is needed before phase I work begins, to allow time for the contractor to issue contracts and purchase orders to suppliers. The contractor also needs sufficient administrative lead time in order to verify existing wiring and prepare engineering drawings (as called for in addendum 2), which the Government is going to have to approve before the relay panels can be built. Some of these relays often have lead times as great as 6 months before delivery and the panels are going to have to be built, tested and on site before phase I work can begin.

Answer: The contractor does not have to use all of the time allowed for each specific phase of work. The times given are the maximum allowable for each one; with enough "float" in the overall duration to allow for weather delays and initial material lead times.

7. If the contractor is able to finish one work phase in less time than as allotted in the bid specifications, will he be allowed to move immediately to the following work phase? If not, will the man-hours in the specifications be applied to the lost time that the crew experiences while waiting to be allowed to move into the next work phase?

Answer: Moving on from one phase of work to the next has to be scheduled. So, if the contractor is able to schedule and coordinate his work well then this may be possible. The man-hours items are for additional work, not for any potential down time.

8. Specification section 16345 paragraph 1.1.2, amendment 2, states that we are not only to provide schematic and interconnect drawings on our new equipment, but it also says that we are to provide drawings on the wiring in the existing panels and all wiring of the AFFECTED switchboard panels and ALL INTERCONNECTING WIRING. There is interconnecting wiring going from the new panels to other "affected" panels, such the circuit breaker cubicles for generators 1,2,3 and 4, differential cables from the two 15KV switchgear, and cable from the new panels to the transformer terminal cabinets. Is the contractor to provide new drawings for these panels as well?

Answer: The contractor is not required to provide as-built drawings for all of the plant. All wires removed, replaced, relocated, or added are to be indicated on at least one as-built drawing. Likewise, any replaced switches, meters, relays, conduits, terminal blocks, switchboard panels, and etc. that the contractor removes, replaces, relocates, adds or otherwise modifies must be included on the submitted as-builts. There is no intent, or written direction, to include parts of the plant not affected by this work.

9. Will the Government be providing the relay settings for the new relays?

Answer: Yes. There is no direction to the contractor that he must provide relay settings.

10. We need a clarification of the Government intent in section 16354 paragraph 1.1.2, per addendum 2, in which the Government speaks of "temporary relays". It is inevitable, due to the complexity and interrelated working of the control scheme that some of the relays will have to be disabled and left out of service during some portions of the work. This is most especially true for lockout relays and differential relays, where some equipment comes out in one work phase and the rest of the related equipment comes out or is installed in a different phase. In some cases, metering devices, such as CT's in the yard are taken out of service in one work phase and not put back into service until they are reinstalled at a different location in a later work phase. It is therefore not going to be possible to keep all the relaying in service at all times by means of temporary wiring and temporary relays. Can the Government elaborate on what you are looking for in the area of "temporary relays", as mentioned in addendum 2?

Answer: There is nothing in the specification that allows relays to be disabled and left out of service. While this may have to occur for brief moments of time to allow a switchover of a circuit, the government will not allow equipment to be unprotected. The contractor implies that because some of the relocated equipment is now in one of the "work phase" blocks, and is being relocated to another "work phase" block that the equipment is to be left out of service. This is an incorrect reading of the "work phases" diagram. The "work phases" are intended to indicate the overall areas to work on, particularly which sections can have an extended clearance and outage. They are not intended to be all-inclusive of the work, or to imply that some work may have to occur outside the "work phase" block being worked on. The contractor must evaluate the contract requirements, determine a construction sequence and schedule, and provide any temporary relays, wiring, and jumpers needed. The contractor's preferred methods and past experience in switchyards is being relied on by the Government to provide a low-cost, reliable, safe upgrade of the switchyard.

11. Reference drawing sheet 176 (Plate R-68) furnished with Amendment 0002. This drawing appears to be typical in nature for the existing oil circuit breakers 118 and 218. With respect to Specification Section 16050, paragraph 3.1.1.b breakers 348, 248, 228, and 128 appear to be similar in nature to the drawing you have provided for the IFB. However, breakers 318, 328, and 448 would appear to be different (at least the total number of gallons that each breaker contains is less). Could you confirm first that the breakers that I have noted as being similar are all similar in nature (i.e. same manufacture, physical dimensions, and weight) and secondly that the breakers that I have identified as un-similar are in fact different? It would be helpful if shop drawings for all of the breakers could be incorporated into the IFB. This would be very useful information. One reason is that OCB 118 and 218 are too tall to transport without very special permitting or without disassembling the units into smaller manageable units. Even by removing the bushings the physical height makes the units a few inches over sized. Additionally in reference to the same drawing, the nameplate information for the breakers did not come out very clearly. Can you confirm that the information reads as follows: Weight With Oil Lbs: 96173, Weight Less Oil Lbs: 45300, Weight Less Oil and Bushings Lbs: 36500, Oil Per Tank Gals: 2261?

Answer: Outline drawings of all three existing types of oil-insulated circuit breakers have been included in reference drawings R-58, R-59, and R-60. Additional detailed shop drawings are not needed to establish the overall dimensions of the existing circuit breakers. Two pre-bid meetings were held to provide bidders the opportunity to verify the existing conditions. The weights noted above (correctly) are the weights indicated on the reference drawing R-60, not R-68.

12. Reference Specification Section 16050, Paragraph 3.1.1.c. The last sentence notifies the contractor that no disassembly of equipment being removed shall be allowed on Government property. During the second site visit conducted on 14 May 2003, the COE rep reiterated this comment, but also followed the comment with a statement that the user didn't want any torch cutting or welding tasks going on in the switchyard. Although the specification is pretty clear what "no disassembly" means. Could any equipment such as the existing breakers under go some minor form of disassembly in an area such as the contractor's laydown storage area, if the procedure was performed with impact wrenches or similar mechanical tools and not the use of cutting torches? The reason I have asked this question is that the existing circuit breakers (without the bushings) are too tall to transport (for disposal) without obtaining special permits and escorting. If the oil piping that runs on top of the breaker (above the tank) could be

removed (by unbolting or saw cutting) the circuit breakers would then fall into a height that would make transportation more economical. Would the COE/user reconsider this requirement with a stipulation that the proper EPA and Hazardous Waste requirements be enforced?

Answer: The separation of the existing oil circuit breakers into three separate tanks is allowed in the specifications, SECTION 16050-3.1.1.c. Section 16050-3.1.1.c has been revised to read as follows:

The Contractor is responsible for testing all insulating oil from the OCB's for PCB material. After bushing removal the circuit breaker can be separated into three individual tanks weighing approximately 7,000 pounds each after removal of the control cabinet and other associated external equipment. Submit disassembly procedures for approval, including cutting methods. Cutting torches will not be used for separating the tanks from the frame. No further disassembly of equipment being removed shall be allowed on Government property.

13. Does the (9) nine Existing Circuit Breaker Pads that require modification need to be priced in Bid Item No. 0005? If not, please indicate what bid item this element of work needs to be priced under.

Answer: No. Included as associated work under bid item 0010.

14. What Bid Item does the removal of Motor Operated Disc Switch "MOD101", the support structure, and the concrete footings get priced in.

Answer: Include under bid item 0002. Section 01270-1.3, Bid Item 0002 has been revised as follows:

Payment for Bid Item 0002 will be made at the unit bid price under this bid item. Price and payment shall constitute full compensation for the removal and disposal for each of the 22 existing 230 kV, 2000 Ampere, 3-phase, disconnect switches, associated controls, wiring, related hardware, and steel structures including concrete footings for MOD 101, in accordance with SECTION 16050.

15. Conduit and Cable Schedule Plate E-75. Conduit "Y220" indicates the conduit size to be 2", while the Conduit Routing Drawing on Plate E-57 indicates the conduit to be sized at 1-1/2". Which is correct?

Answer: 2". See revised Plate E-57 (Sheet 73).

16. Conduit and Cable Schedule Plate E-79. Conduit "Y411" indicates the conduit size to be 2", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2-1/2". Which is correct?

Answer: 2 1/2". See revised Plate E-79 (Sheet 95).

17. Conduit and Cable Schedule Plate E-79. Conduit "Y411A" indicates the conduit size to be 2", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2-1/2". Which is correct?

Answer: 2 1/2". See revised Plate E-79 (Sheet 95).

18. Conduit and Cable Schedule Plate E-79. Conduit "Y414" indicates the conduit size to be 1-1/2", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2". Which is correct?

Answer: 2". See revised Plate E-79 (Sheet 95).

19. Conduit and Cable Schedule Plate E-79. Conduit "Y417" indicates the conduit size to be 1-1/2", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2". Which is correct?

Answer: 2". See revised Plate E-79 (Sheet 95).

20. Conduit and Cable Schedule Plate E-80. Conduit "Y420" indicates the conduit size to be 1", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2". Which is correct?

Answer: 2". See revised Plate E-80 (Sheet 96).

21. Conduit and Cable Schedule Plate E-80. Conduit "Y422" indicates the conduit size to be 1", while the Conduit Routing Drawing on Plate E-59 indicates the conduit to be sized at 2". Which is correct?

Answer: 2". See revised Plate 80 (Sheet 96).

22. Reference the government furnished Gas Circuit Breakers for this project. It is my understanding that the sales tax for Hartwell, GA is 7%. We have contacted the Department of Revenue in the state of Georgia and have discovered that the state of Georgia has a "Use Tax" that is applicable for this project. What this means, as we have been informed, is that we will have to pay a 7% "Use Tax" on any materials that are owner furnished. Therefore, we need for the value of the Government Furnished Circuit Breakers to be identified so that this tax can be accounted for in our bid. Breakers of this size could easily run over \$100,000.00 a piece and possibly as much as \$200,000.00 a piece, therefore this is a very important cost that needs to be considered by all bidders. Additionally, could you please indicate whether the cost of this tax needs to be placed in Bid Item 0010, or if you want to dedicate it to a new bid item?

Answer: The Government cost for each breaker was approximately \$100,000.00. The Government purchased the circuit breakers for installation and use at a federal facility operated by the United States Army Corps of Engineers. Bidders should consult with their tax advisors as to the applicability of the state use tax requirements and all other relevant state tax laws. If state taxes are applicable they should be included in the relevant bid item.

23. Reference bid item #22, where is the communication equipment that is to be removed?

Answer: The communications equipment in question is located at the mouth of the switchyard tunnel on EL 498.5, on the North wall under the cable trays. They have been added to drawing G-08.

24. Please confirm scope of Recorder Board work.

Answer: Changes incorporated via this amendment reflect the current scope of work. Bid Item 0023 has been deleted from Spec Section 00010 and Section 01270.

25. On the amended bid sheet there seems to be no place for a total amount.

Answer: The bid sheet will be modified to add a new total amount space.

26. Will the bid opening date be put off?

Answer: No. The current bid opening date of 12 June 2003 is provided in Amendment 0004.

27. Are the underground oil lines encased in concrete?

Answer: No the underground oil lines are not encased in concrete.

28. Is there any work to be performed on the oil tanks in the power plant?

Answer: No, just the removal of oil.

29. Would it be permissible to finish early?

Answer: Yes. However, all outage work will have to be coordinated, which may cause delays.

30. At the original pre-bid conference there was not sufficient information in the specifications for the testing firms to know how to schedule and price their field-testing work. The testing requirements for field testing need to be clearly spelled out to ensure that all of the contractors are bidding on the same scope of work.

Answer: The contractor is expected to perform the tests specifically called out by the specifications and any additional tests as required to demonstrate compliance with the contract requirements. The contractor is required to determine the extent of the tests, and bid accordingly. A full testing schedule might be nice, but is not normally provided by the Government since the contractor has responsibility to determine the exact construction schedule, and the testing schedule depends on the construction timing.

31. It has been noted that the revised work phase schedule has cut out a great deal of the lead time ahead of the work in phase 1. It had been requested that the administrative/procurement lead time before phase 1 work begins need to be put back into the project schedule as it was originally.

Answer: Contractor's are not required to use the exact number of days given for each phase of work. These are the maximum allowable times. Since this is the case, the amount of time used up front by the Contractor should be accounted for in the total amount of time allowed to accomplish the work.